

REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5 Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 1, 4, 5, 7, 9, 10, 25-27, 32, 35, 36, 40, 42, 43, 46, 48, 49 and 52 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended
10 to define;

 creating a contractual interface to allow a camera provider to
 communicate with a consumer to generate a contract where
 said camera provider provides said consumer with at least one
 camera in exchange for said commitment; (Claim 1, Lines 3-6)

15 determining via said contractual interface that the consumer has at
 least one of a plurality of financial instruments; (Claim 1, Lines
 16-17)

 providing the consumer via said contractual interface with the
 camera, in response to the consumer entering into the
20 commitment and determining via said contractual interface that

said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 18-23)

creating a contractual interface to allow a camera provider to
communicate with a consumer; (Claim 10, Lines 3-5)

5 determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

providing the user via said contractual interface with the camera at
least partly in response to the user entering into the commitment
10 and determining via said contractual interface that said
consumer has at least one of the plurality financial instruments;
(Claim 10, Lines 15-18)

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract; (Claim
15 35, Lines 2-3)

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract; (Claim
40, Lines 2-3)

providing via said contractual interface the camera to a consumer
20 at a second price; (Claim 40, Lines 15-16)

creating a contractual interface to allow a camera lessor to
communicate with a consumer to generate a contract; (Claim
42, Lines 3-4)

Reconsideration of the rejection under 35 USC §112, second paragraph,
5 of Claims 57 and 77 as being incomplete for omitting essential structural
cooperative relationships of elements, such omission amounting to a gap
between the necessary structural connections. is requested in light of the
following arguments. Fig. 13 has been changed and the specification amended
to define the structural element that carries out the offering as;

10 a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer
commits to purchase of at least the first amount of image
reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the
15 cameras, in response to the consumer entering into the
commitment; (Claim 57, Lines 6-11)

creating a contractual relationship between a camera provider and
a consumer where said consumer acquires at least one camera
in exchange for said commitment; (Claim 77, Lines 5-8)

20 Reconsideration of the rejection under 35 USC §112, second paragraph,
of Claims 69 as being indefinite for failing to particularly point out and distinctly

claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended (paragraph 0054) to define;

an advertising provider in communication with the consumer
5 database and said consumer to convey advertising information
to said consumer based on said personal information through
said image reproductions in return for credit toward said
commitment for image reproductions. (Claim 69, Lines 2-5)

Reconsideration of the rejection under 35 USC §101 of Claims 1 – 56, in
10 which the Examiner holds that the claimed invention is directed to non-statutory
subject matter directed to a process that does nothing more than manipulate an
abstract idea and has no practical application in the technological arts, is
requested in light of the following arguments. The applicant believes that the
claimed invention of Previously Presented Claims 1 – 56 accomplishes a
15 practical application. That is the invention of Previously Presented Claims 1 – 56
produces a "useful, concrete and tangible result." (State Street Bank & Trust Co.
v. Signature Financial Group Inc., 149 F. 3d 1368, 1374, 47 USPQ2d 1596,
1601-02, Fed. Cir. 1998) and that there is "practical application in the
technological arts". The "concrete and tangible" results of this invention are:

20 for Claims 1-9 and 45-55:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least one
camera in exchange for said commitment, (Claim 1, Lines 3-6)

5 determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
16-17)

providing the consumer via said contractual interface with the
camera, in response to the consumer entering into the
10 commitment and determining via said contractual interface that
said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 18-21)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
15 from a source not associated with the camera provider; (Claim
1, Lines 22-24)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 25-26)

printing reproductions of at least one of the images having
20 restricted access: (Claim 1, Lines 27-28)

For Claims 10 -34 and 56:

creating a contractual interface to couple allow a camera provider
to communicate with a consumer; (Claim 10, Lines 3-4)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

providing the user via said contractual interface with the camera at
least partly in response to the user entering into the commitment
and determining via said contractual interface that said
consumer has at least one of the plurality financial instruments;
(Claim 10, Lines 15-18)

For Claims 35-39:

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract; (Claim
35, Lines 2-3)

receiving at a computer at least one image taken with the camera;
(Claim 35, Lines 15-16)

receiving an order for a reproduction of the at least one image;
(Claim 35, Lines 17-18)

creating said reproduction of the at least one image; (Claim 35,
Line 19)

applying at least a portion of the first fee towards the cost of the
order; (Claim 35, Line 20)

5 For Claims 40 – 45:

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract; (Claim
40, Lines 2-3)

10 receiving by said camera distributor said camera from a camera
manufacturer at a first price; (Claim 40, Lines 13-14)

providing via said contractual interface the camera to a consumer
at a second price; (Claim 40, Lines 15-16)

receiving payment from the consumer for image reproductions of
images captured with the camera; (Claim 40, Lines 17-18)

15 providing said reproductions of images to said consumer; (Claim
40, Lines 19-20)

paying the camera manufacturer at least a first amount based at
least in part on the payment received from the consumer; (Claim
40, Lines 21-22)

creating a contractual interface to allow a camera lessor to
communicate with a consumer to generate a contract; (Claim
42, Lines 3-4)

providing the user with the first number of prints at no additional
5 cost as part of the lease; (Claim 42, Lines 13-14) and

providing additional prints beyond the first number of prints for no
more than a predetermined fee. (Claim 42, Lines 15-16)

The applicant believes that the concrete and tangible results, as cited
above, are in fact directed to a process that does more than manipulate an
10 abstract idea.

Additionally, the applicant believes that creating a contractual interface
(Claim 1, Line 3; Claim 10, Line 3; Claim 35, Line 3; Claim 40, Line 2), restricting
access to images (Claim 1, Lines 22-24), transferring images (Claim 1, Lines 25-
26), printing reproductions of the images having restricted access (Claim 1, Lines
15 27-28), determining via said contractual interface that the consumer has financial
instruments; (Claim 10, Lines 13-14), receiving images at a computer (Claim 35,
Line 10), receiving an order for a reproduction of images (Claim 35, Line 11), and
creating said reproduction of the at least one image (Claim 35, Line 18) and
(Claim 40, Line 18-19) each are not "mental steps" and have practical application
20 in the technological arts (In re Musgrave, 167 USPQ 280 (CCPA 1970) and In re
Johnston, 183 USPQ 172 (CCPA 1974)). For instance the "contractual interface"

must involve more than a mental exercise to generate a contract, acquire the user information, and provide a camera. Further, "restricting access" to images within the camera involves physical functions such as encrypting of images resident within the camera.

5 Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 6-11, 19-28, 30-47, 49-58, 62-68, 70-78 and 82-96 as being unpatentable over U. S. Patent 5,963,752 (Zander) in view of U. S. Patent 6,167,251 (Segal et al.) and further in view of U. S. Patent 5,974,401 (Enomoto et al.), is requested in light of the following arguments.

10 Zander provides a camera to be purchased or rented by a user. The camera is loaded with a filmstrip having certain characteristics including the film type and number of exposures. Further, Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. There is no description, in Zander, or in the combination of Zander
15 in view of Segal et al. and further in view of Enomoto et al., of the a camera provider offering the camera for free or at a discount in return for the user making a commitment to the purchase of a first amount of image reproductions. In Zander, the camera is loaded with a film strip containing a certain number of exposures.

20 With regards to Claims 1-9, 45-55, and 77-96, neither Zander nor the combination of Zander in view of Segal et al. and further in view of Enomoto et al., provides:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least
one camera in exchange for said commitment, wherein said
contractual interface generates said contract comprising the
terms for:

offering by said camera provider to provide via said contractual
interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via
said contractual interface within a selected amount of time,
and

committing by said consumer to purchase at least the first
amount of image reproductions within the selected amount
of time; (Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent
the consumer from obtaining reproductions of the images
made from a source not associated with the camera
provider. (Claim 1, Lines 22-24)

There is no teaching in Zander, or in the combination of Zander in view of
Segal et al. and further in view of Enomoto et al., to establish a contractual
interface that generates a contract with the terms that predicate the purchase of

the camera based on the amount of film or images purchased. Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal
5 and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some "teaching, suggestion, or incentive to support combination" of prior art references is needed in order to support a §103 rejection. There is no
15 teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to
20 combine these references.

The contract of Segal et al. provides for a long term commitment to a cellular carrier. The cellular telephone is provided based on "the establishment

of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes. Further, there is no discussion of:

creating a contractual interface to allow a camera provider to
5 communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least
one camera in exchange for said commitment, wherein said
contractual interface generates said contract comprising the
terms for:

10 offering by said camera provider to provide via said contractual
interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via
said contractual interface within a selected amount of time,
and

15 committing by said consumer to purchase at least the first
amount of image reproductions within the selected amount
of time; (Claim 1, Lines 3-15)

determining via said contractual interface that the consumer has
at least one of a plurality of financial instruments; (Claim 1,
20 Lines 16-17)

providing the consumer via said contractual interface with the
camera, in response to the consumer entering into the
commitment and determining via said contractual interface
that said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 18-21).

5

The encryption as described in Segal et al. is within a unique identifier
included in the communication unit. The use of unique identifiers provides unique
encryption, as well as secure transmission for each communication unit that is
transmitted from the keyless portable cellular phone to the system server.

10 Further, the prepaid airtime communication units have a unique identifier that is
encrypted and transmitted to the server. It is decrypted and used for allowing the
keyless cellular telephone access to the communication system through the
server. There is no teaching to:

restricting access to images acquired by the camera to prevent
the consumer from obtaining reproductions of the images
made from a source not associated with the camera
provider; (Claim 1, Lines 22-24)

15

Further, Segal et al. provides no incentive for:

transferring from said consumer images acquired by said
camera to an image processor; (Claim 1, Lines 25-26) and
printing reproductions of at least one of the images having
restricted access. (Claim 1, Lines 27-28)

20

There is no teaching in the combination of Zander in view of Segal et al.,
or in the combination of Zander in view of Segal et al. and further in view of
Enomoto et al., for a device that provides the purchasing of the camera based on
the amount of film or images purchased. Zander just describes the creation of a
5 kiosk where a camera can be purchased or rented and is preloaded with film or a
camera may be placed in the mechanism for removal and replacement of film
with a security code (Fig. 17b) and Segal et al. discusses a long term
commitment to a cellular service provider in return for a free or discounted
cellular telephone and encryption of pre-paid airtime communication units with
10 unique identifiers. Neither the security code of Zander nor the encryption of
Segal et al. provides a device to prevent the customer from accessing the
images for printing "from a source not associated with the camera provider".

While Enomoto et al. does provide for image transfers over a network,
from a camera to an image processor for print reproduction and for transfer of a
15 certain level of camera usage information, Enomoto et al. does not describe:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least
one camera in exchange for said commitment, wherein said
20 contractual interface generates said contract comprising the
terms for:

offering by said camera provider to provide via said contractual
interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via
said contractual interface within a selected amount of time,
5 and

committing by said consumer to purchase at least the first
amount of image reproductions within the selected amount
of time; (Claim 1, Lines 3-15)

determining via said contractual interface that the consumer has
10 at least one of a plurality of financial instruments; (Claim 1,
Lines 16-17)

providing the consumer via said contractual interface with the
camera, in response to the consumer entering into the
commitment and determining via said contractual interface
15 that said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 18-21)

restricting access to images acquired by the camera to prevent
the consumer from obtaining reproductions of the images
made from a source not associated with the camera
20 provider. (Claim 1, Lines 22-24)

There is no teaching, suggestion, or incentive to support the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a
5 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a
10 device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Further, Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

With regards to Claims 10–34 and 56, Zander, or in the combination of
15 Zander in view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera provider to
communicate with a consumer, wherein said contractual
interface generates said contract comprising the terms for:

20 offering by a camera provider said camera for a commitment to
purchase at least a first amount of image reproductions
provided within a selected amount of time, and

receiving a commitment by the user to purchase at least the first
amount of image reproductions; (Claim 10, Lines 3-12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, 13-
14)

providing the user via said contractual interface with the camera at
least partly in response to the user entering into the commitment
and determining via said contractual interface that said
consumer has at least one of the plurality financial instruments;
(Claim 10, 15-18)

method ... further comprising the step of encrypting by the camera
of at least a first image captured by said camera to prevent the
user from having prints of at least the first image from a source
not associated with a provider of said camera. (Claim 19, Lines
1-4)

As stated above, there is no teaching in Zander, or in the combination of
Zander in view of Segal et al. and further in view of Enomoto et al., to establish a
contractual interface that functions with the terms that predicate the purchase of
the camera based on the amount of film or images purchased. While Zander
does have a security code (Fig. 17b), the security code of Zander does not

provide encryption to prevent the customer from accessing the images for printing "from a source not associated with the provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).

5 However, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not detail camera usage information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures
10 printed;

time of day or year when camera is most likely to be used and
frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

15 number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other
products ordered;

track which advertisements/promotions the user investigated or
generated a "click-through" experience;

track how many different locations to which the user had prints
shipped;

track the user classification of a photo gallery. (Claim 11, Lines 4-
16)

5 Zander, or in the combination of Zander in view of Segal et al. and further
in view of Enomoto et al., further does not provide:

a method ... further comprising the step of selecting advertising to
be presented to the user based at least in part on the camera
usage information. (Claim 12, Lines 1-3)

10 With regards to Claims 35 – 39, Zander, or in the combination of Zander in
view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract, wherein
said contractual interface generates said contract comprising
15 the terms of:

offering to rent at least one camera to a user in exchange for a
first fee;

offering to reduce said first fee for said camera for a
commitment to purchase at least a first amount of
20 reproductions of images from said camera; and

committing by said consumer via said contractual interface of
the purchase at least the first amount of image reproductions
within the selected amount of time; (Claim 35, Lines 2-14)

receiving at a computer at least one image taken with the camera;
5 (Claim 35, Lines 15-16)

receiving an order for a reproduction of the at least one image;
(Claim 35, Lines 17-18)

creating said reproduction of the at least one image; (Claim 35,
Line 19) and

10 applying at least a portion of the first fee towards the cost of the
order (Claim 35, Lines 20).

While Zander does discuss rental of the camera, Zander, or in the
combination of Zander in view of Segal et al. and further in view of Enomoto et
al., does not discuss a contractual interface where the rental of the camera is
15 based on the amount of film purchased or images purchased.

With regards to Claims 40 – 44, Zander, or in the combination of Zander in
view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera distributor to
communicate with a consumer to generate a contract, wherein

said contractual interface generates said contract comprising
the terms for:

offering by a camera distributor said camera for a commitment
by the consumer to purchase at least a first amount of image
reproductions within a selected amount of time,

committing by said consumer of the purchase of at least the first
amount of image reproductions within the selected amount
of time, and

receiving by said camera distributor said camera from a camera
manufacturer at a first price;

providing via said contractual interface the camera to a consumer
at a second price;

receiving payment from the consumer for image reproductions of
images captured with the camera;

providing said reproductions of images to said consumer;

and

paying the camera manufacturer at least a first amount based at
least in part on the payment received from the consumer (Claim
40, 3-22).

While Zander does discuss lease of the camera, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not discuss a contractual interface where the camera is provided by a camera lessor based on the amount of film purchased or images purchased.

With regards to Claims 57 – 76, Zander does not provide:

a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 6 – 11)

and

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider. (Claim 57, Lines 16 – 16)

As described above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a

device that has the purchase of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased or preloaded with film or a camera may be placed in the mechanism for removal and replacement of film. The canister containing the
5 exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not provide a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

As described above, Segal et al. does not discuss the providing of a
10 camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some "teaching, suggestion, or incentive to support combination" of prior art references is needed in order to support a §103 rejection. There is no teaching, suggestion, or incentive to support the
15 combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

20 There is no teaching in Zander in view of Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount

of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term commitment to a cellular service provider in return for a free or discounted cellular telephone and encryption of pre-paid airtime communication units with unique identifiers. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 With regards to Claims 77 – 96, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not provide a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4). The program process
15 executes the steps as described in Claims 1-9. As described above, there is no description in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., of the a camera provider offering the camera for free or at a discount in return for the user making a commitment to the purchase of a first amount of image reproductions. In Zander, the camera is loaded with a
20 film strip containing a certain number of exposures.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and further, as described

above, there is no teaching, suggestion, or incentive to support the combination of Zander in view of Segal et al., or the combination of Zander in view of Segal et al. and further in view of Enomoto et al.,

The invention as claimed in amended Claims 1, 6 - 11, 19 - 28, 30 - 47, 49
5 - 58, 62 - 68, 70 - 78 and 82 - 96 is believed to be novel and patentable over the combination of Zander in view Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., because there is an insufficient basis as described above to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there
10 must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58,
15 and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

20 While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including encryption, creation of an authentication file, adding data to the image data such

as fingerprinting, and adding secure annotations such as separate data included in an image header. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

5 creating a contractual interface to allow a camera provider to
 communicate with a consumer to generate a contract where
 said camera provider provides said consumer with at least one
 camera in exchange for said commitment, wherein said
 contractual interface generates said contract comprising the
10 terms for:

 offering by said camera provider to provide via said contractual
 interface said camera for a commitment by the consumer to
 purchase at least a first amount of image reproductions via said
 contractual interface within a selected amount of time, and

15 committing by said consumer to purchase at least the first amount
 of image reproductions within the selected amount of time;
 (Claim 1, Lines 3-15)

 restricting access to images acquired by the camera to prevent the
 consumer from obtaining reproductions of the images made
20 from a source not associated with the camera provider. (Claim
 1, Lines 22-24)

a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer
commits to purchase of at least the first amount of image
reproductions within the selected amount of time and the
5 camera provider provides the consumer with the camera, in
response to the consumer entering into the commitment; (Claim
57, Lines 6 – 11)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
10 by a source not associated with the camera provider; (Claim
57, Lines 16 – 16)

and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
15 cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

Steinberg does not provide for encryption within the camera to prevent
"reproduction of at least a first image acquired from the camera by a source not
20 associated with the camera provider." The system of Steinberg details the
encryption within a separate computer system or external storage device.

Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not

associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 5,929,218 B1 (Smith) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Smith does describe a low resolution image acquired for display on a view finder display. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Smith for:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least one
camera in exchange for said commitment, wherein said
5 contractual interface generates said contract comprising the
terms for:

offering by said camera provider to provide via said contractual
interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via said
10 contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount
of image reproductions within the selected amount of time;
(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the
15 consumer from obtaining reproductions of the images made
from a source not associated with the camera provider. (Claim
1, Lines 22-24)

method ... further comprising the step of granting access to low resolution
versions of images taken with the camera to be transferred from the
20 camera; (Claim 3, Lines 1-3)

a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer
commits to purchase of at least the first amount of image
reproductions within the selected amount of time and the
5 camera provider provides the consumer with the camera, in
response to the consumer entering into the commitment; (Claim
57, Lines 6 – 11)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
10 by a source not associated with the camera provider; (Claim
57, Lines 16 – 16)

and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
15 cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

Smith does not provide “granting access to low resolution versions of
images taken with the camera to be transferred from the camera.” The system of
20 Smith details the structure of a digital camera with a low resolution viewfinder
optical path to capture an image for display upon the viewfinder.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60–61, and 80–81 as being unpatentable over the combination of Zander, Segal et al., and Enomoto et al. as applied to Claims 1, 57, and 77, and further in view of U. S. Patent 6,029,141 (Bezos et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Bezos et al. is a referral system where a second customer is referred for a sale with a commission to the referring person for the sale. The referring individual or business entity acts as a sales agent for the selling merchant (See abstract). Bezos et al. does not refer to cameras and image reproductions.

There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Bezos et al. for:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
5 said camera provider provides said consumer with at least one
camera in exchange for said commitment, wherein said
contractual interface generates said contract comprising the
terms for:

offering by said camera provider to provide via said contractual
10 interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via said
contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount
of image reproductions within the selected amount of time;

15 (Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider. (Claim
1, Lines 22-24)

receiving an order under said contract as generated by said
contractual interface for at least one image print from someone
other than the consumer; and

crediting under said contract as generated by said contractual
5 interface the consumer's commitment fulfillment based on the
order; (Claim 4, Lines 3-7)

providing under said contract as generated by said contractual
interface the consumer with a benefit based on the order; (Claim
5, Lines 6-7)

10 a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer
commits to purchase of at least the first amount of image
reproductions within the selected amount of time and the
camera provider provides the consumer with the camera, in
15 response to the consumer entering into the commitment; (Claim
57, Lines 6-11)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider; (Claim
20 57, Lines 16-16)

wherein the image processor receives an order for an image print
from someone other than the consumer; and said image
processor credits the consumer's commitment fulfillment based
on the order; (Claim 60, Lines 2-4)

5 wherein the image processor receives an order for an image
reproduction from someone other than the consumer; and said
image processor provides the consumer a benefit based on the
order; (Claim 61, Lines 2-4)

10 a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment; (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1)

15 receiving an order for an image print from someone other than the
consumer; and
crediting the consumer's commitment fulfillment based on the order;
(Claim 80, Lines 3-5)

and

20 providing the consumer a benefit based on the order. (Claim 81,
Line 5)

The receiving of the order from someone other than the consumer allows that person to act as the consumer in the purchase of the image prints to fulfill the commitment for the contract generated under the contractual interface. The consumer is not acting as an agent as described in Bezos et al. where the
5 referring individual or business entity receives a commission for sales.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al. and Bezos et al. For example, the classifications of the field of search of Zander
10 and Segal et al. are non related (Zander being 396—Photography; Segal et al. being 455—Telecommunications and 379—Telephonic Communications; Bezos et al being 705—Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707—Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the
15 art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a
20 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with

unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not
5 provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 4, 5, 60-61, and 80-81 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al., because there is an
10 insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the
15 combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 as being unpatentable over the combination of
20 Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the

arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Steinberg does describe transferring images from a camera to a secure storage device. The secure storage device stores digital images from the digital camera and performs security functions, including encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. The secure storage devices then transfers the images to a computer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount
of image reproductions within the selected amount of time;
(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider. (Claim
1, Lines 22-24)

further comprising the step of encrypting by the camera of at least a
first image captured by said camera to prevent the user from
having prints of at least the first image from a source not
associated with a provider of said camera; (Claim 19, Lines 1-4)

wherein the step of restricting access to said images comprises the
step of encrypting said images within said camera; (Claim 45,
Lines 1-3)

a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer
commits to purchase of at least the first amount of image
reproductions within the selected amount of time and the
camera provider provides the consumer with the camera, in
response to the consumer entering into the commitment; (Claim
57, Lines 6 – 11)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

5 wherein the secured first image is received from a terminal to which the first image has been transferred from the camera; (Claim 62, Lines 2-3)

wherein the image securing devise encrypts said first image within said camera; (Claim 66, Line 2)

10 a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1);

15 and

wherein the step of securing said first image comprises the step of encrypting said first image within said camera. (Claim 86, Lines 1-3)

Steinberg does not provide for encryption within the camera to prevent
20 "reproduction of at least a first image acquired from the camera by a source not

associated with the camera provider." The system of Steinberg details the encryption within a separate computer system or external storage device. Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

5 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455
10 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

 There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that
15 provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique
20 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing

"from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

5 The invention as claimed in amended Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al.,
10 further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that
15 Examiner Rhode reconsider the rejection in view of these arguments.

 Reconsideration of the rejection under 35 USC §103(a) of Claims 12 and 29 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of U. S. Patent 6,369,908 B1 (Frey et al.) is requested in light of the following
20 arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Frey et al. provides a banner message, text message, or audio message attached to an image from a separate kiosk not from a camera provided to a consumer on a purchased or rental basis. There is no teaching about sending advertising or coupons to a user or incorporating the advertising with the printed
5 images. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of Frey et al. for:

creating a contractual interface to allow a camera provider to
communicate with a consumer, wherein said contractual
10 interface generates said contract comprising the terms for:
offering by a camera provider said camera for a commitment to
purchase at least a first amount of image reproductions
provided within a selected amount of time, and
receiving a commitment by the user to purchase at least the first
15 amount of image reproductions; (Claim 10, Lines 3-12)
determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, 13-
14)
providing the user via said contractual interface with the camera at
20 least partly in response to the user entering into the commitment
and determining via said contractual interface that said

consumer has at least one of the plurality financial instruments;

(Claim 10, 15-18)

As stated above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in
5 view of Frey et al. to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. While Zander does have a security code (Fig. 17b), the security code of Zander does not provide encryption to prevent the customer from accessing the images for printing "from a source not associated with the
10 provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44). However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Frey et al. does not detail camera usage
15 information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures
printed;

time of day or year when camera is most likely to be used and

frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other

5 products ordered;

track which advertisements/promotions the user investigated or

generated a "click-through" experience;

track how many different locations to which the user had prints

shipped;

10 track the user classification of a photo gallery. (Claim 11, Lines 4-

16)

Zander, or in the combination of Zander in view of Segal et al., further in
view of Enomoto et al., and Frey et al. further does not provide:

a method ... further comprising the step of selecting advertising to

15 be presented to the user based at least in part on the camera

usage information; (Claim 12, Lines 1-3)

and

the method ... further comprising the step of downloading an
advertisement into the camera and displaying the advertisement
on a camera display.

The system of Frey et al. provides for attraction advertising describing
5 services of the photo kiosk (Col 3, Lines 40-43). The kiosk attaches a greeting or
text message to the photo. There is no teaching, suggestion or support that
advertising is sent to the customer or displayed on the camera that has been
purchase or rented under the contract generated by the contractual interface,
where the terms of the contract are that the purchase of the camera is based on
10 the amount of film or images purchased.

As described above, Segal et al. does not discuss the providing of a
camera and is entirely restricted to cellular phones and there is no teaching,
suggestion, or incentive to support the combination of the Zander and Segal et
al. For example, the classifications of the field of search of Zander and Segal et
15 al. are non related (Zander being 396 – Photography and Segal et al. being 455
– Telecommunications and 379 – Telephonic Communications) and provide an
indication that one skilled in the art would not have an incentive to combine these
references.

There is no teaching in the combination of Zander in view of Segal et al.,
20 further in view of Enomoto et al., and further in view of Frey et al. for a device
that provides the purchasing of the camera based on the amount of film or
images purchased. Zander just describes the creation of a kiosk where a

camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b).

Segal et al. discusses encryption of pre-paid airline communication units with unique identifiers. Enomoto et al. provides for image transfers over a network.

5 Neither, the security code of Zander nor the encryption of Segal et al. or Frey et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Frey et al. details the
10 photo kiosk where pictures are taken and greeting messages are attached to the resulting picture.

The invention as claimed in amended Claims 12 and 29 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al., because there is an insufficient
15 basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of
20 these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13–18
as being unpatentable over the combination of Zander, PTN, Enomoto, and
Steinberg as applied to claims 10 and 11, and further in view of U. S. Patent
6,360,362 (Fitchner et al.) is requested in light of the following arguments.

5 Please refer above for the arguments with regards to the combination of Zander
in view of Segal et al. and further in view of Enomoto et al..

Fitchner et al. provides a method where a “host system detects that the
firmware on the imaging device is incompatible with a configuration of the host
system. In response to detecting the incompatibility, an updated firmware image
10 is transferred from the host system to the imaging device.” There is no teaching
in the combination of Zander, in view of Segal et al., and in view of Enomoto et
al. as applied to claims 10 and 11, and further in view of Fitchner et al. for:

creating a contractual interface to allow a camera provider to
communicate with a consumer, wherein said contractual
15 interface generates said contract comprising the terms for:

offering by a camera provider said camera for a commitment to
purchase at least a first amount of image reproductions
provided within a selected amount of time, and

receiving a commitment by the user to purchase at least the first
20 amount of image reproductions; (Claim 10, Lines 3-12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, 13-
14)

providing the user via said contractual interface with the camera at
least partly in response to the user entering into the commitment
and determining via said contractual interface that said
consumer has at least one of the plurality financial instruments;
(Claim 10, 15-18)

As stated above, there is no teaching in Zander, or in the combination of
Zander in view of Segal et al., further in view of Enomoto et al., and further in
view of Fitchner et al. to establish a contractual interface that functions with the
terms that predicate the purchase of the camera based on the amount of film or
images purchased. While Zander does have a security code (Fig. 17b), the
security code of Zander does not provide encryption to prevent the customer
from accessing the images for printing "from a source not associated with the
provider of said camera".

Zander does provide "camera information about the reloaded film as
selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).
However, Zander, or in the combination of Zander in view of Segal et al., further
in view of Enomoto et al., and Fitchner et al. does not detail camera usage
information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures
printed;

time of day or year when camera is most likely to be used and
5 frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other
10 products ordered;

track which advertisements/promotions the user investigated or
generated a "click-through" experience;

track how many different locations to which the user had prints
shipped;

15 track the user classification of a photo gallery. (Claim 11, Lines 4-
16)

The combination of Zander in view of Segal et al., further in view of
Enomoto et al., and further in view of Fitchner et al. further does not provide:

modifying camera performance based, at least in part, on the
camera usage information; (Claim 13, Lines 1 – 2)

predicting camera battery life based, at least in part, on the number
of pictures taken with the camera during a predetermined time
period; (Claim 14, Lines 1 – 3)

predicting when camera memory will be full based, at least in part,
on the number of pictures taken with the camera during a
predetermined time period; (Claim 15, Lines 1 – 3)

modifying camera energy management based, at least in part, on
the number of pictures taken with the camera during a
predetermined time period; (Claim 16, Lines 1 – 3)

that at least a portion of the camera usage information is stored in
camera memory; (Claim 17, Lines 1 – 2)

and

that at least a portion of the camera usage information is stored on
a server associated with a Web site. (Claim 18, Lines 1 – 2)

Claims 13 – 18 provide for the change in the operational modes of the
camera based on the camera usage information of Claim 11. The firmware
modifications of Fitchner et al. are dependent upon the type of host system being
used to update the firmware of the camera and further, there is no discussion of

extracting the user information for determining the firmware update to applied to the camera.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Fitchner et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a

source not associated with the camera provider". Further, Fitchner et al. provides for updating firmware within a digital camera. Fitchner et al. does not provide for adjusting the camera performance based on camera usage information.

5 The invention as claimed in amended Claims 13-18 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view
10 of Enomoto et al., and further in view of Fitchner et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner
15 Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58, and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 5,794,210 (Goldhauber et al.) is requested in light of the following
20 arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Goldhauber et al. does describe "Called Attention Brokerage" which is "the business of brokering the buying and selling of the 'attention' of users" (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of

5 Goldhauber et al. for:

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said

10 contractual interface generates said contract comprising the terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said

15 contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;

(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the

20 consumer from obtaining reproductions of the images made

from a source not associated with the camera provider. (Claim
1, Lines 22-24)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a
camera and is entirely restricted to cellular phones and there is no teaching,
suggestion, or incentive to support the combination of the Zander, Segal et al.,

and Goldhauber et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Goldhauber et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Goldhauber et al. details the selling of advertising to a user for a fee based on demographics and a personal profile of the user.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 53, 74, and 94 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of "Kodak Tries to Inspire More Picture Taking in India with Rentals," Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in

the combination of Zander, in view of Segal et al., and in view of Enomoto et al.,
and further in view of Kodak for:

creating a contractual interface to allow a camera provider to
communicate with a consumer to generate a contract where
said camera provider provides said consumer with at least one
camera in exchange for said commitment, wherein said
contractual interface generates said contract comprising the
terms for:

offering by said camera provider to provide via said contractual
interface said camera for a commitment by the consumer to
purchase at least a first amount of image reproductions via said
contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount
of image reproductions within the selected amount of time;

(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider. (Claim
1, Lines 22-24)

a contractual interface that allows communication between said
camera provider and said consumer wherein said consumer

commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 6 – 11)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

10 and

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

15

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an

20

indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak for a device that provides the purchasing of the camera based on the amount of film or images
5 purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique
10 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any
15 restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 53, 74, and 94 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the
20 combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of

reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

5 Reconsideration of the rejection under 35 USC §103(a) of Claims 54, 75, and 95 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 6,578,072 (Watanabe et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the
10 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

 While Watanabe et al. does describe "digital photographic services on a network, only selected images are shown only to people that a user wishes to show the images, without cost and time upon or after photographing the images." (Abstract), there is no teaching in the combination of Zander, in view of Segal et
15 al., and in view of Enomoto et al. as applied to claim 46, and further in view of Watanabe et al. for:

 creating a contractual interface to allow a camera provider to
 communicate with a consumer to generate a contract where
 said camera provider provides said consumer with at least one
20 camera in exchange for said commitment, wherein said
 contractual interface generates said contract comprising the
 terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

5 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;
(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made
10 from a source not associated with the camera provider. (Claim 1, Lines 22-24)

a contractual interface between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected
15 amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 5 – 9)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera
20 by a source not associated with the camera provider. (Claim 57, Lines 12 – 14)

and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
5 Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a
camera and is entirely restricted to cellular phones and there is no teaching,
suggestion, or incentive to support the combination of the Zander, Segal et al.,
10 and Watanabe et al. For example, the classifications of the field of search of
Zander and Segal et al. are non related (Zander being 396 – Photography; Segal
et al. being 455 – Telecommunications and 379 – Telephonic Communications;
and Watanabe et al. being 705-Data Processing: Financial, Business Practice,
Management, or Cost/Price Determination and 707-Data Processing: Database
15 and File Management Or Data Structures) and provide an indication that one
skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al.,
further in view of Enomoto et al., and further in view of Watanabe et al. for a
device that provides the purchasing of the camera based on the amount of film or
20 images purchased. Zander just describes the creation of a kiosk where a
camera can be purchased preloaded with film or a camera may be placed in the
mechanism for removal and replacement of film with a security code (Fig. 17b).

Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Watanabe et al. provides digital photographic services on a network where only selected images are shown to people that a user wishes to show the images.

The invention as claimed in amended Claims 54, 75, and 95 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 40 and 41 as being unpatentable over the combination of Zander in view of Segal et al., and further in view of "Kodak Tries to Inspire More Picture Taking in India with Rentals," Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in the combination of Zander, in view of Segal et al., and further in view of Kodak for:

creating a contractual interface to allow a camera distributor to communicate with a consumer to generate a contract, wherein said contractual interface generates said contract comprising the terms for:

offering by a camera distributor said camera for a commitment by the consumer to purchase at least a first amount of image reproductions within a selected amount of time, committing by said consumer of the purchase of at least the first amount of image reproductions within the selected amount of time; (Claim 40, Lines 2-12) and

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made

from a source not associated with the camera provider; (Claim
40, Lines 17-19)

As described above, Segal et al. does not discuss the providing of a
camera and is entirely restricted to cellular phones and there is no teaching,
5 suggestion, or incentive to support the combination of the Zander and Segal et
al. For example, the classifications of the field of search of Zander and Segal et
al. are non related (Zander being 396 – Photography and Segal et al. being 455
– Telecommunications and 379 – Telephonic Communications) and provide an
indication that one skilled in the art would not have an incentive to combine these
10 references.

There is no teaching in the combination of Zander in view of Segal et al.,
and further in view of Kodak for a device that provides the purchasing of the
camera based on the amount of film or images purchased. Zander just describes
the creation of a kiosk where a camera can be purchased preloaded with film or
15 a camera may be placed in the mechanism for removal and replacement of film
with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid
airtime communication units with unique identifiers. Neither, the security code of
Zander nor the encryption of Segal et al. provides a device to prevent the
customer from accessing the images for printing “from a source not associated
20 with the camera provider”.

The invention as claimed in amended Claims 40 and 41 is believed to be
novel and patentable over Zander in view of Segal et al., and further in view of

Appendix

Annotated Drawing Sheet(s) Showing Changes

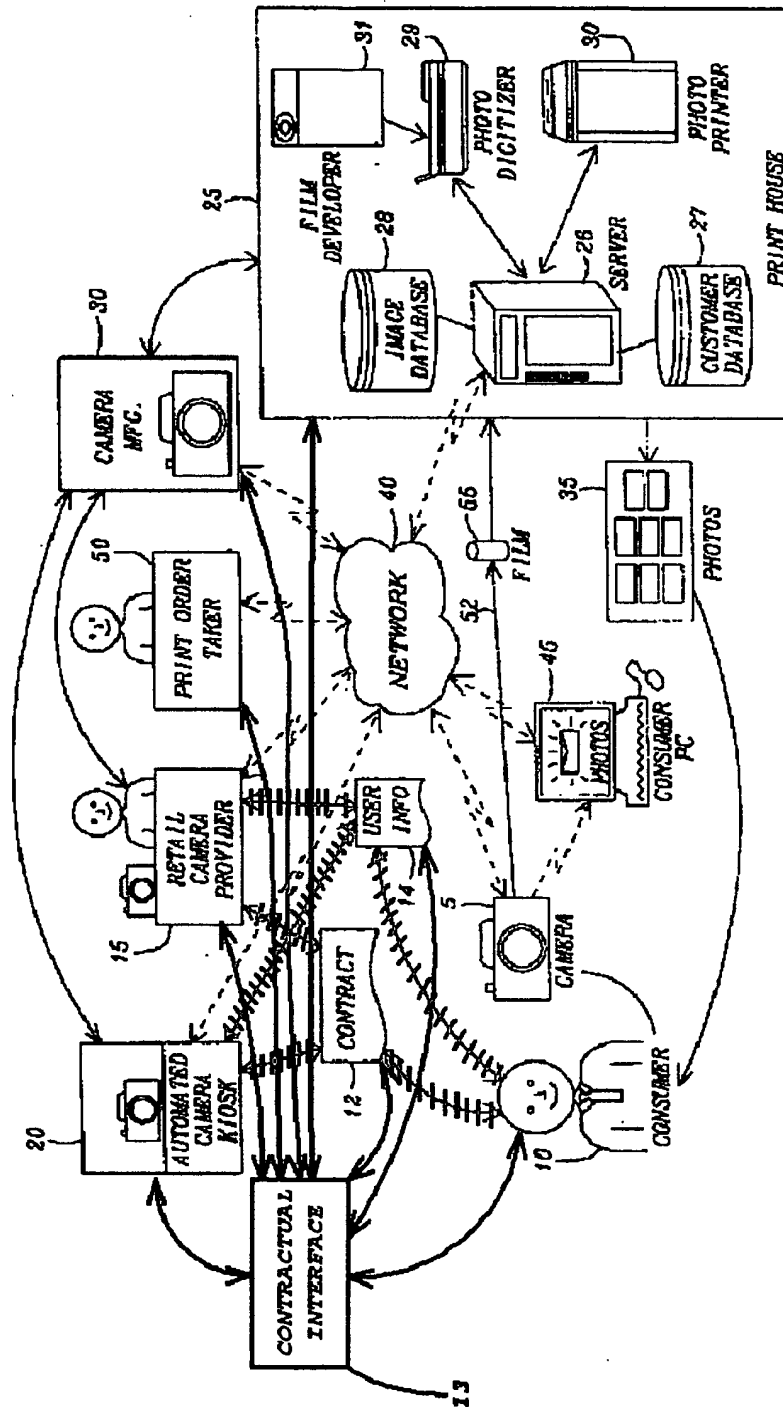


FIG. 13